



The Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Spacesaver
File: B-224339
Date: August 22, 1986

DIGEST

A Federal Supply Schedule vendor's quotation in response to a request for quotations (RFQ) is not an offer defining precisely what the vendor will do at what price but, rather, represents the vendor's approach to meeting the agency's requirement. Even where the quoted equipment may not meet every specification in the RFQ, it may be accepted for award if it meets the agency's legitimate minimum needs at the lowest price, and other vendors will not be prejudiced by the award.

DECISION

Spacesaver protests the Department of the Army's decision to award a contract to White Office Systems under request for quotations (RFQ) No. PBO 112-86, for a mobile storage system. The Army sent the RFQ to contractors listed on a mandatory Federal Supply Schedule (FSS), and Spacesaver and White submitted quotes of \$24,794.12 and \$14,789.90, respectively. The Army placed a delivery order with White based on its lower price. Spacesaver contends that White's product does not meet several of the specifications listed in the RFQ, and that the order thus should have been placed with Spacesaver as the only respondent whose system meets all of the specifications. We deny the protest.

Specifically, Spacesaver asserts that White should have been found unacceptable because it offered a different model carriage from the S/4 MAR model specified; Spacesaver also asserts that the S/4 MAR carriage is better than White's model because it is more durable. Spacesaver further contends that White cannot provide electrically operated safety brakes, a 72 linear foot one piece structural "T" rail, an elevated safety floor, or a safety ramp, as also specified in the RFQ.

The Army responds that although the White system is based on a different model number than that specified in the RFP, the system nevertheless satisfies the Army's minimum needs and thus had to be accepted for award based on White's lower price.^{1/} The Army considers the differences

^{1/} The Army states that it has found that White's system will in fact include an electronic safety brake, elevated safety floor and safety ramp.

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between White's model and the specified model offered by the protester to be no more than engineering and design choices which do not affect the system's acceptability.

It is a basic rule of federal procurement law that vendors, when responding to a formal solicitation, must offer what is specified in the solicitation. Thus, when a request for proposals or an invitation for bids is issued, vendors are required to respond with offers that must comply with all material provisions of the solicitation. An offeror's failure to comply with all such provisions renders the bid nonresponsive or the proposal unacceptable. When quotations are solicited from FSS vendors, however, the situation is not the same. The quotations are not offers that can be accepted by the government; rather, they are informational responses, indicating the equipment the vendors would propose to meet the agency's requirements and the price of that equipment and related services, that the government may use as the basis for issuing a delivery order to an FSS contractor. There is, therefore, no requirement that the quotation comply precisely with the terms of an RFQ, since the quotation is not subject to government acceptance.

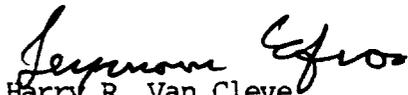
Here, it appears that White responded to the RFQ by furnishing price quotations but also by crossing out the specified "model S/4 MAR" language in the RFQ schedule. It further appears that the Army later was informed by White that it had quoted on its model CD1000. The Army determined that the CD1000 system met its requirements and the delivery order followed.

We see nothing illegal here. The Army's requirement was for a mobile storage system, and White's system, albeit different in some respects from Spacesaver's system, was found to meet the Army's technical needs. Once the Army determined that White's lower-cost system did meet its needs, it was indeed required to make the award to White. See Federal Acquisition Regulation, 48 C.F.R. § 8.405-1 (1985). The fact that White quoted on a model other than that specified in the RFQ was not an impediment to the award since, as indicated, the RFQ responses were informational in nature rather than formal offers, and the legal basis for issuance of the delivery order was White's FSS contract, not the RFQ or White's RFQ response.

In so holding, we are mindful of the need for the government to treat all vendors equally and to afford vendors an opportunity to compete on an equal basis. Normally, an agency that identifies a particular model or requirement in a solicitation but does not impose that requirement on an offeror who deviates from it does not assure equal competition. This is so even when only quotations are requested, since it can lead vendors to quote on different bases. We see no such concern in this case, however, since Spacesaver does not argue, and it otherwise does not appear, that Spacesaver would have been able to quote a different system at a lower cost than White's had it been informed that the Army did not insist on the specified model. Thus, the award to White is unobjectionable in this respect. See Micro Research, Inc., B-220778, Jan. 3, 1986, 86-1 C.P.D. ¶ 9.

Spacesaver asserts that White cannot meet the Army's requirements with its existing product line as listed in its FSS contract. White indicated in its quote, however, that its CD1000 system is in fact covered by its contract No. GS-00F-76585. The Army found this to be the case and we find no evidence in the record to support Spacesaver's bare assertion to the contrary. See Trail Blazer Services, B-220724, Feb. 12, 1986, 86-1 C.P.D. ¶ 275.

The protest is denied.

for 
Harry R. Van Cleve
General Counsel